

ALLIEDSIGNAL, INC.  
GENERAL CONDITIONS OF EMPLOYMENT

DEFENDANT'S  
EXHIBIT

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Employment-at-Will

Employment with AlliedSignal, Inc. is on an "Employment-at-Will" basis. This means your employment with the company is contingent on the continuing agreement of you and AlliedSignal, Inc. Either party may elect to terminate the employment relationship at any time with or without cause. Accordingly, nothing contained in this offer, in other documents issued by the company, or stated orally by company representatives, may be considered a guarantee of employment for any period of time.

Post-Offer Physical

Employment commences when you actually report for work and is contingent upon successful completion of a medical examination. The examination will include a test for Amphetamines, Cocaine, Marijuana, Opiates and Phencyclidine (PCP). If you are assigned to work in a safety-sensitive position, you will be given a breath-alcohol test in addition to the aforementioned substances. The substance abuse examination and a negative result thereof must be completed before employment commences.

Eligibility to Work in The United States

In accordance with the Federal Immigration Reform and Control Act of 1986, we are required to have Employment Eligibility Verification Form I-9 on file. On your first day of employment you will be asked to provide identification needed to complete the Form I-9 requirements. Please bring two original documents such as, Social Security Card and driver's license, or a passport. Your birth certificate can substitute for the Social Security Card.

AlliedSignal, Inc. is required by law to have the completed Form I-9 on file within the first three days of your employment. Employment will be terminated if you do not provide the appropriate forms within the first three days of employment.

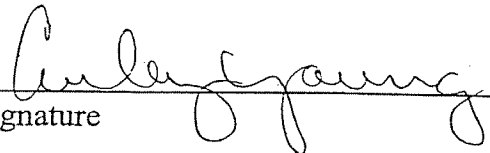
Intellectual Property

Each employee is asked to sign an "Agreement Relating to Intellectual Property and Confidential Information." The agreement defines rights and obligations of both the employee and AlliedSignal, Inc. relating to inventions, patents, copyrights, and proprietary information. If you wish to examine the agreement or obtain legal guidance in advance, you may request a copy prior to your scheduled start date.

Background Investigation

This offer of employment is based upon AlliedSignal, Inc.'s evaluation of the information provided on the application for employment and other assessment tools. Should the background investigation yield information that indicates misrepresentation of your qualifications or felony conviction(s), the offer may be withdrawn or employment terminated.

I agree to accept employment on the terms described above.

  
Signature

11-26-97  
Date